

# STATE OF MISSISSIPPI



DEPARTMENT OF  
FINANCE & ADMINISTRATION  
Office of State Property Insurance

REQUEST FOR PROPOSALS  
RFP NO. 14-101  
FOR  
PROPERTY INSURANCE APPRAISAL SERVICES

FEBRUARY 20, 2014

## TABLE OF CONTENTS

Section 1 – Introduction & General Information.....	5
Section 2 – Scope of Services.....	5
Section 3 – Instructions to Proposers.....	5
Section 4 – General Conditions.....	7
Section 5 – Minimum Appraiser Requirements.....	13
Section 6 – RFP Questionnaire.....	14
Section 7 – Cost Quotation.....	16
Section 8 – Statement of Compliance.....	18
Exhibit A – State of Mississippi Personal Service Contract (Draft).....	19
Exhibit B – Appraisal Clause .....	29

**Issue Date:** February 20, 2014

**Title:** Property Insurance Appraisal Services  
Request for Proposals (RFP) No. 14-101

**Issuing Agency:** Attention: Marshall Pemberton, Administrator  
State of Mississippi  
Department of Finance and Administration  
Office of State Property Insurance  
P. O. Box 267  
Jackson, Mississippi 39205

**Initial Contract Period:** On or before April 1, 2014, through March 31, 2015, to include optional renewals upon mutual agreement if necessary, but in no event will the contract exceed five (5) years, including renewals.

**Sealed written proposals, subject to the conditions herein stated and attached hereto, will be received at the office shown below until 3:00 P.M. CST, on Wednesday, March 12, 2014, for furnishing the services described herein.**

**All inquiries for information shall be in written form only and should be directed to:**

Marshall Pemberton, Administrator  
Mississippi Department of Finance and Administration  
Office of State Property Insurance  
501 North West Street, Suite 1301 D  
Jackson, Mississippi 39201;

or

P. O. Box 267  
Jackson, Mississippi 39205

or

Facsimile: 601-359-2405; E-mail at [marshall.pemberton@dfa.ms.gov](mailto:marshall.pemberton@dfa.ms.gov)

Fax or e-mail inquiries are preferred.

**Proposals can be mailed to:**

Attention: Marshall Pemberton, Administrator  
Mississippi Department of Finance and Administration  
Office of State Property Insurance  
501 North West Street, Suite 1301 D  
Jackson, Mississippi 39201;

or

P. O. Box 267  
Jackson, Mississippi 39205

**The envelope must clearly state:** Proposal for Property Insurance Appraisal Services (**RFP No. 14-101**).

**Proposals may be hand delivered to:**

Marshall Pemberton, Administrator  
Mississippi Department of Finance and Administration  
Office of State Property Insurance  
501 North West Street, Suite 1301 D  
Jackson, Mississippi 39201

## I. INTRODUCTION & GENERAL INFORMATION

THE MISSISSIPPI DEPARTMENT OF FINANCE & ADMINISTRATION's Office of State Property Insurance ("DFA") is requesting proposals for Property Insurance Appraisal Services related to a current claim for hail damage. The objective of this Request for Proposals ("RFP") is to obtain the services of a property insurance appraisal firm to represent the interest of the State of Mississippi in the appraisal of a hail damage claim resulting from a storm on March 18, 2013, subject to the terms of the State of Mississippi property insurance policy(s) "Appraisal Clause" (effective 4/29/2012 – 4/29/2013). See Exhibit B and Section 6, Paragraph 17 RFP Questionnaire (below) for "Appraisal Clause" wording.

The Contract, if executed, will be for the duration of the appraisal process for the previously mentioned claim. Compensation for property insurance appraisal services rendered under this Contract will be on a flat fee basis, except where indicated otherwise. This Contract shall be governed by the applicable provisions of the *Mississippi Personal Services Contract Review Board Rules and Regulations*, a copy of which is available from the Mississippi State Personnel Board at 210 East Capitol Street, Suite 800, Jackson, MS or at [www.mspsb.ms.gov](http://www.mspsb.ms.gov). See Exhibit A for an example of the Personal Service Contract.

A copy of this RFP will be posted on DFA's website at [www.dfa.ms.gov](http://www.dfa.ms.gov) under the tab heading "Bid and RFP Notices."

Other information may be provided to the proposers if the DFA deems it relevant to the Property Insurance Appraiser ("Appraiser" or "Proposer") solicitation process.

On or about March 18, 2013, a hail storm in the Jackson, Mississippi metropolitan area damaged vehicles, buildings, contents, and other miscellaneous State-owned property. Should the State, and assigned insurance company's Property Insurance adjustor be unable to agree to a final settlement, the State of Mississippi's Property Insurance Policy(s) Appraisal clause may be evoked.

## II. SCOPE OF SERVICES

Scope of Services shall include the following:

1. Assisting the State in evoking the "Appraisal Clause" as stated with the State's Property Insurance policy.
2. Select a competent and disinterested umpire.
3. Appraise the loss, separating the loss to each item.
4. Submit appraised loss to umpire.
5. Assist State, as needed, in presenting Appraisal position to umpire.

## III. INSTRUCTIONS TO PROPOSERS

**Proposals must be received at the DFA-Office of State Property Insurance in Jackson, Mississippi, no later than 3:00 P.M. CST, on Wednesday, March 12, 2014.** Proposals must be submitted in writing with appropriate certification signatures as required. The proposal should be organized as follows:

1. Introduction
2. Minimum Requirements Confirmation
3. Questionnaire/Responses
4. Cost Quotation
5. Statement of Compliance
6. Resumes of key staff
7. Any additional information not specifically requested

In preparing your written response to any RFP question or request for information, repeat each question or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner.

The DFA will use the information contained in your proposal to determine whether you will be selected for contract negotiations. The proposal the DFA selects will be a working document. As such, the DFA will consider the proposal an integral part of the contract and will expect the proposer to honor all representations made in its proposal.

It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the DFA is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information in a manner that is easily located and understood may have an adverse impact on the evaluation of the proposer's proposal.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of the DFA and will not be returned to the proposer.

**FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION HEREIN MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.**

**PROPOSALS ARE DUE AT THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION, OFFICE OF STATE PROPERTY INSURANCE, 501 NORTH WEST STREET, SUITE 1301 D, JACKSON, MS 39201, ON WEDNESDAY, MARCH 12, 2014, AT 3:00 P.M. CST. ANY PROPOSAL RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.**

Proposers should submit ten (10) bound copies and one (1) electronic (CD) copy to:

MARSHALL PEMBERTON, Administrator  
STATE OF MISSISSIPPI  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF STATE PROPERTY INSURANCE  
501 NORTH WEST STREET, SUITE 1301 D  
P. O. BOX 267  
JACKSON, MISSISSIPPI 39201  
[marshall.pemberton@dfa.ms.gov](mailto:marshall.pemberton@dfa.ms.gov)

Marshall Pemberton is the primary contact for this RFP. All communications regarding this RFP process should be referred to Mr. Pemberton IN WRITING by email or regular mail. With the exception of the actual proposal, it is requested that email be used in submitting questions,

responding to information requests and all other related communication in order to expedite responses.

#### **IV. GENERAL CONDITIONS**

##### **1. DURATION OF PROPOSAL**

In the questionnaire section of the proposal, the proposer must confirm that the proposal is valid for at least 120 days subsequent to the date of submission.

##### **2. CORRECTIONS AND CLARIFICATIONS**

The DFA reserves the right to request clarifications or corrections to proposals. Any proposal received which does not follow the instructions to proposers, meet the minimum Appraiser qualifications or comply with other proposal requirements of this RFP, including clarification or correction requests, may be considered to be “non-responsive” and may be rejected.

##### **3. WITHDRAWAL OR AMENDMENT OF A PROPOSAL**

A proposer may withdraw a proposal by submitting a written request to the DFA for its withdrawal signed by the proposer and mailed to the above contact. The DFA will not accept any amendments, revisions, or alterations to proposals after the due date unless formally requested by the DFA.

##### **4. COST OF PROPOSAL**

All costs incurred by the proposers in preparing and delivering their proposals, making on-site presentations (if deemed necessary), and any subsequent time and travel to meet with the DFA regarding the proposal shall be borne by the proposers.

##### **5. APPLICABLE LAW**

The Contract shall be governed by, and construed in accordance with, the laws of the State of Mississippi, excluding its conflicts of laws provision, and any litigation with respect thereto shall be brought in the courts of the State. The Appraiser shall comply with applicable federal, state, and local laws and regulations.

##### **6. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the DFA to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to the Appraiser, to terminate this contract without damage, penalty, cost, or expenses to the

DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 7. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

## 8. COMPLIANCE WITH LAWS

The Appraiser understands that the DFA is an equal opportunity employer; and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Appraiser agrees during the term of the agreement that the Appraiser will strictly adhere to this policy in its employment practices, and provisions of services. The Appraiser shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exist and as may be amended or modified.

## 9. STOP WORK ORDER

A. Order to Stop Work: DFA may, by written Order to the Appraiser at any time, and without notice to any Surety, require the Appraiser to stop all or any part of the work called for by this Contract. This Order shall be for a specified period not exceeding 90 days after the Order is delivered to the, Appraiser unless the parties agree to any further period. Any such order shall be identified specifically as a Stop Work Order issued pursuant to this clause. Upon receipt of such an Order, the Appraiser shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the Stop Work Order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1. Cancel the Stop Work Order; or,
2. Terminate the work covered by such Order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this Contract.

B. Cancellation or Expiration of the Order: If a Stop Work Order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Appraiser shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Appraiser price, or both, and the Contract shall be modified in writing accordingly, if:



1. The Stop Work Order results in an increase in the time required for, or in the Appraiser's properly allocable to, the performance of any part of this Contract; and,
  2. The Appraiser asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- C. Termination of Stopped Work: If a Stop Work Order is not cancelled and the work covered by such Order is terminated for default or convenience, the reasonable costs resulting from the Stop Work Order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

#### 10. MISSISSIPPI PUBLIC RECORDS ACT/CONFIDENTIALITY OF PROPOSALS

Any proposal, including accompanying attachments, will be available for review by State of Mississippi personnel, the DFA, members and staff of the Legislature and oversight boards, and the DFA's consultants. The proposal is further subject to the "Mississippi Public Records Act of 1983", as amended, codified as Section 25-6-1 et seq., Mississippi Code Annotated and exceptions found in Sections 25-61-9 and 79-23-1. The DFA understands that you may consider some of the information required to be provided in the proposal to be proprietary. The DFA requests that each page of the proposal that you consider confidential be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL". The State statute referenced above provides that prior to the release of any information under a public records request you will be notified by the DFA of the request for the information and given sufficient time to seek protection from the appropriate court. If you do not obtain protection from the appropriate court, all information supplied, whether marked confidential or not, may be released. The DFA will accept no additional restrictions on the release of information contained in your proposal. All submitted proposals become the property of the State of Mississippi.

#### 11. REPRESENTATION REGARDING GRATUITIES

The Appraiser represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations, as applicable.

#### 12. FINANCIAL DISCLOSURE

By submitting a proposal, the Appraiser agrees to maintain transparency of all work performed on behalf of the DFA to include all revenue streams to the Appraiser from said work.

### 13. REPRESENTATION REGARDING CONTINGENT FEES

The Appraiser represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Appraiser's bid or proposal.

### 14. TRANSPARENCY

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

### 15. ACKNOWLEDGEMENT OF RFP AMENDMENTS

Should an amendment to the RFP be issued, proposers must acknowledge receipt of any amendment to the RFP by signing and returning the amendment form which will be provided with the RFP response, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgement must be received by the DFA by the time and at the place specified for receipt of proposals.

### 16. RIGHT TO CONSIDER HISTORICAL INFORMATION

The DFA reserves the right to consider historical information, whether gained from the proposer's RFP response, question and answer conference, or any other source.

### 17. RIGHT TO REJECT AND/OR RE-ISSUE

The DFA specifically reserves the right to reject any or all proposals received in response to this RFP or to reissue an RFP for the services requested.

### 18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of RFP responses, but prior to contract execution, the proposer certifies that all cost quotations submitted in response to the RFP will be arrived at independently and without - for purpose of restricting competition - any consultation, communication, or agreement with any other proposer or competitor relating to those costs, the intention to submit an RFP response or the methods or factors used to calculate the fees proposed.

## 19. RIGHT OF NEGOTIATION

The DFA reserves the right to further clarify and/or negotiate with the “proposer evaluated best” following completion of the evaluation of RFP responses but prior to contract execution, if deemed necessary by the DFA. The DFA also reserves the right to move to the next best proposer if negotiations do not lead to a final contract with the best proposer.

## 20. E-PAYMENT

The Proposer agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

## 21. PAYMODE

Payments by state agencies using the State Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Appraiser’s choice. The State may, at its sole discretion, require the Appraiser to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Appraiser understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## 22. E-VERIFICATION

If applicable, Appraiser represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein, means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Appraiser agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Appraiser further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Appraiser to the following:

- A. Termination of this Agreement and ineligibility for any state or public Contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- B. The loss of any license, permit, certification or other document granted to Appraiser by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both - in the event of such termination/cancellation, Appraiser would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

## 23. ACCESS TO RECORDS/CONFIDENTIALITY

The Appraiser recognizes that during the course of this RFP process, it may have access to certain confidential and proprietary information pertaining to the business of the DFA and its employees. By submission of a RFP response, the proposer agrees that all confidential and proprietary information reviewed and collected in connection with this RFP process shall be held in strict confidence and shall not be released, disclosed, or published by the Appraiser without the written consent of the DFA, or as required by law. Except as may otherwise be required by law, the Appraiser may not release any information or reports relative to the DFA, without a prior written authorization by the DFA. The Appraiser agrees that it will not, at any time, directly or indirectly, disclose such confidential or proprietary information to any other person or firm for any purpose except as may be required by law or as reasonable related to the services being provided by the Appraiser pursuant to this RFP, without the express, written approval of the DFA.

## 24. PROPOSAL EVALUATION

Appraisers whose RFP responses are received by the deadline, and meet the minimum Appraiser requirements, will be evaluated further. The following areas of consideration will be used in the RFP response evaluation, using the indicated weight in scoring the RFP response

- A. Experience and Qualifications - the extent, degree, and context of the proposer's previous experience in providing such "services" for claims of similar size and/or complexity as experienced by the State of Mississippi on March 18, 2013 (35%).
- B. Questionnaire Responsiveness - the quality and completeness of responses to the questionnaire and other information requests in this RFP, including compliance with any subsequent information requests (25%).
- C. Pricing - the competitiveness of the proposed Appraiser compensation (10%).
- D. Terms and Conditions - acceptance of terms and conditions as referenced throughout this RFP (15%).
- E. References - will be contacted at the DFA's discretion in order to verify an acceptable level of performance, customer satisfaction, and a track record of providing "services" for programs of similar size and/or complexity as the State of Mississippi Property Insurance Programs (15%).

## 25. BEST AND FINAL

The State reserves the right to solicit Best and Final Offers (BAFOs) from proposers, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the proposer community and the State, BAFOs are not routinely conducted. Proposers should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Proposers that remain in a competitive range within an evaluation may be requested to tender BAFOs, at the sole discretion of the State. All such proposers will be provided an equal opportunity to respond with a BAFO under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing proposers. All BAFO proceedings will be uniformly conducted, in writing, and subject to solicitation by the State, and receipt from the proposers under a precise schedule.

## V. MINIMUM APPRAISER REQUIREMENTS

The following RFP response requirements are mandatory. Failure to meet any of these RFP response requirements will result in the disqualification of the RFP response submitted by your firm. Respond by restating each Appraiser qualification and document how your firm meets these minimum criteria. Please be specific in your responses regarding the number of years and type of experience your firm and the primary contact possess.

1. Appraiser must have prior experience in assisting with evoking the “Appraisal clause” of a Property Insurance Policy. Provide the client name, address, contact, title, phone number, fax number, email address and number of years the services have been rendered by your firm.
2. Appraiser must be appropriately licensed in the State of Mississippi and/or have legal authority to render the proposed services. Provide a copy of pertinent license, certificate of appointment or other such documentation to demonstrate qualifications.
3. Appraiser must have at least five (5) years’ experience as an firm in appraising property damages due to insurance policy perils (Damages as a result from hail, windstorm, fire, water/flood, including and all risk) for public entity and/or non-profit firm programs similar in size and/or complexity to the State of Mississippi. Proposing Appraiser must describe in detail how this requirement is met.
4. Appraiser must be an independent entity, with no real or perceived conflict of interest with regard to its relationship with the DFA.
5. Appraiser must have extensive technical knowledge of commercial roofing systems of the types involved in this claim (built up, metal panel/standing seam, mod bitumen, EPDM).

6. Appraiser must have extensive knowledge of commercial electrical & mechanical systems (this may require a separate Appraiser/expert)
7. Appraiser must have experience in commercial property claims adjustment/Appraisal process
8. Appraiser must have efficient man power resources to inspect multiple damage locations, and to participate in the insurance Appraisal process over a period of several months
9. Appraiser must be capable of critically evaluating reports previously issued by the involved experts in order to determine accuracy of same
10. Appraiser must have ability to produce detailed scope & pricing estimates in a consistent format
11. Appraiser must have access to facilities for analyzing any samples taken from roofs, and Contractors available to make repair roofs once samples are taken.

## **VI. RFP QUESTIONNAIRE**

1. State your understanding of the scope of work required by the DFA as presented in this RFP.
2. Describe your property insurance claims Appraisal/consulting services.
3. State the full name and home office address of your firm. Describe your firm's structure (e.g., publicly-held corporation, a private non-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated. Indicate your company's average number of employees for calendar year 2013.
4. List the name, title, mailing address, telephone number, and email address of the contact person for this RFP response.
5. How old is your firm and how long has it been providing services to organizations of the size and scope of the DFA?
6. List the office that will service this account. If different from your response to Question 4, provide the complete address, phone number, primary contact person and email address for that person, along with the general functions of the Office and number of full time employees.
7. Provide a brief resume for each professional staff person that will be assigned to render services to the DFA, including detailed information on professional designations and years of related experience, as well as any special training or qualifications. Identify the individual who will serve as the primary contact for the account.

8. It is essential that the DFA have prompt and direct access to the Appraiser throughout the term of the Contract. Address how the firm will provide such access.
9. REFERENCES - PRIVATE SECTOR List three private sector property insurance clients for whom you are providing (or have provided) “**services**” similar to those requested in this RFP. For each client, the list must specify the type work performed by your firm, the size of the client and the period of time retained as a client. For each reference, list the name, title, address, phone number, and email address of a contact person.
10. REFERENCES - GOVERNMENTAL If possible, list three governmental property insurance clients for whom you are providing (or have provided) “**services**” similar to those requested in this RFP. For each client, specify the type work performed by your firm, the size of the client and the period of time retained as a client. For each reference, list the name, title, address, phone number and email address of a contact person.
11. State, for your firm, if any officers or principals and/or their immediate families are, or have been within the preceding 12 months, employees or elected officials of the State of Mississippi.
12. Has your firm ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
13. During the past five (5) years, has your firm, related entities, principals or officers ever been a party in any material civil or criminal litigation, whether directly related to this RFP or not? If yes, provide details including dates and outcomes.
14. State if you currently provide any services, directly or indirectly, to the DFA or any of its Divisions or Consultants. If your firm currently provides services to any of the above, provide a full description of services provided.
15. Confirm that your proposal is valid for 120 days.
16. Confirm approval of the use of the attached Exhibit A contract with no substantive revisions. All terms contained within Exhibit A are required, and where not referenced within this RFP, such terms are expressly incorporated herein by reference.
17. Confirm that your firm qualifies as a “disinterested Appraiser” as described below.  
*State of Mississippi Property Insurance “Appraisal” Clause (4/29/2012 – 4/29/2013)*  
*In case the Insured and this Insurer shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested Appraiser and notify the other of the Appraiser selected within twenty (20) days of such demand. The Appraisers shall select a competent and disinterested umpire; and, failing for fifteen (15) days to agree upon such umpire, then on request of the Insured or the Insurer, such umpire shall be selected by a judge of a district court of a judicial district in accordance with the Jurisdiction and Suit clause of the Policy. The Appraisers shall then appraise the loss, separating the loss to each item; and, failing*

*to agree, shall submit their differences only to the umpire. An award in writing, so itemized of any two when filed with the Insurer, shall determine the amount of loss. Each Appraiser shall be paid by the party selecting each respective Appraiser and the expenses of Appraisal and umpire shall be paid by the parties equally.*

## **VII. COST QUOTATION**

Please complete the attached “Unit Cost Quotation”. The cost component of this RFP will be calculated as follows:

1. Senior Appraiser/Consultant – 80 hours
2. Appraiser/Consultant – 120 hours
3. Other Consultant – 160 hours

NOTE: The hours listed are only for calculating the score for the cost component of the RFP and do not define the actual hours to be used. The Contract will be reimbursed based on actual costs, and will not exceed ninety thousand dollars (\$ 90,000) without mutual agreement of the Appraiser and the State of Mississippi.



## UNIT COST QUOTATION

DESCRIPTION	BILLING RATE - \$/HR
Senior Appraiser/Consultant	
Appraiser/Consultant	
Other Consultant	

All rates quoted herein are guaranteed through the term of the Contract.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

## VIII. STATEMENT OF COMPLIANCE

The following STATEMENT OF COMPLIANCE is mandatory with submission of the proposer's RFP response. If you object to any of the statements found in the Statement of Compliance, please note and explain your objections on the Statement of Compliance.

By submission of this RFP response, we represent that we \_\_\_\_\_ (\*\*please indicate "have" or "have not"\*\*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. We further represent that we have agree to adhere to all conditions and requirements as set forth in the Mississippi Department of Finance & Administration Request for Proposal for Property Insurance Appraisal Services February 4, 2014, including the sample contract provided in Exhibit A, except as noted below:

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We understand that requested deviations from the sample contract may render our proposal nonresponsive.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

# EXHIBIT A

## PERSONAL SERVICE CONTRACT

This Personal Service Contract is made by and between the Department of Finance and Administration, a state agency, (the "DFA") whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and \_\_\_\_\_, (the "Contractor") whose address is \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the following terms and conditions:

1. **Scope of Services** *(Insert the scope of services to be performed by Contractor)*  
The Contractor will provide services as specified in the *(Request for Proposal, Invitation for Bid, etc...)* (hereinafter referred to and attached as Exhibit "A"), and the *(Proposal Bid, etc...)* by Contractor dated *(insert date)* (hereinafter referred to and attached as Exhibit "B").
2. **Contract Term** *(May be entered into for a period of time, not to exceed four (4) years, with an option to renew for one (1) year.)*
3. **Consideration** *(Insert payment amount, schedule of payments, etc...)*
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds** It is expressly understood and agreed that the obligation of the DFA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. **Record Retention and Access to Records** The Contractor agrees that the DFA or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the DFA authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this contract has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Contractor agrees to refund to the DFA any overpayment disclosed by any such audit arising out of or related in any way to this contract.
8. **Applicable Law** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Assignment** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA. Any attempted assignment or transfer without said consent shall be void and of no effect.
10. **Compliance with Laws** The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
11. **Transparency** This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information,

or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

12. **Employee Status Verification System** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.
13. **Independent Contractor** The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.
14. **Modification or Renegotiation** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.
15. **Procurement Regulations** The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

16. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.
17. **Representation Regarding Gratuities** The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.
18. **Termination for Convenience**
- (1) Termination. The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
  - (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
19. **Termination for Default**
- (1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.
- (3) Compensation. Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.
- (4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause of this contract entitled "Termination for Convenience".
- (5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this contract entitled "Termination for Convenience".
- (6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.



20. **Stop Work Order**

- (1) Order to stop work. The DFA, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:
  - (a) cancel the stop work order; or
  - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.
- (2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

21. **Price Adjustment**

- (1) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
    - (b) by unit prices specified in the contract; or
    - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
  - (2) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.
22. **Oral Statements** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DFA and agreed to by the Contractor.
23. **Ownership of Documents and Work Papers** The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DFA and subject to any copyright protections.
24. **Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.
25. **Third-Party Action Notification** The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.

26. **Notices** All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Name  
Title  
Address  
City, State, & Zip Code

For the DFA:

Charles R. Snowden  
Deputy Executive Director  
Post Office Box 267  
Jackson, Mississippi 39205-0267

27. **Approval** It is understood that this Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

28. **Priority** This Contract consists of this Agreement, Exhibit "A", and Exhibit "B". Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to Exhibit "A" and, if still unresolved, by reference to Exhibit "B". Omission of any term or obligation from this agreement or attached Exhibit "A" or Exhibit "B" shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere.

29. **Change in Scope of Work** The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the DFA and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

30. **Contractor Personnel** The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

31. **Recovery of Money** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor.
32. **Failure to Enforce** Failure by the DFA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

Witness our signatures, on the date first written.

(Insert Contractor)

Department of Finance and Administration

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Charles R. Snowden  
Deputy Executive Director

**EXHIBIT B**

**Appraisal Clause**

*In case the Insured and this Insurer shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested Appraiser and notify the other of the Appraiser selected within twenty (20) days of such demand. The Appraisers shall select a competent and disinterested umpire; and, failing for fifteen (15) days to agree upon such umpire, then on request of the Insured or the Insurer, such umpire shall be selected by a judge of a district court of a judicial district in accordance with the Jurisdiction and Suit clause of the Policy. The Appraisers shall then appraise the loss, separating the loss to each item; and, failing to agree, shall submit their differences only to the umpire. An award in writing, so itemized of any two when filed with the Insurer, shall determine the amount of loss. Each Appraiser shall be paid by the party selecting each respective Appraiser and the expenses of Appraisal and umpire shall be paid by the parties equally.*